

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT:	Agenda Date: December 17, 2015	AB15-098
Resolution No. 15-1060, adopting facility use rules and procedures for the use of the gym.	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	X
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 15-1060		
<p>SUMMARY STATEMENT:</p> <p>The City of Black Diamond owns and manages the Gym, located at 2511 Lawson Street in Black Diamond. In addition, the City has other public facilities, such as the Council Chambers, that the Council may wish to open for community use.</p> <p>The City Attorney has advised that in order to allow public use of City-owned facilities, the City Council must adopt policies for use. This includes the establishment of rules for use, priority for scheduling of the facility, setting of rental fees and the requirement that users sign agreements that would hold the City harmless for their use of such facilities.</p> <p>After the Council adopts the attached policies, the staff will develop application forms and the appropriate hold harmless agreements to be signed by users.</p> <p>FISCAL NOTE (Finance Department):</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1060, adopting Facility Use Rules and Procedures for the use of the Gym.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 17, 2015		

RESOLUTION NO. 15-1060

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ADOPTING FACILITY USE RULES AND PROCEDURES
FOR THE USE OF THE GYM.**

WHEREAS, the City of Black Diamond owns and manages the Gym, located at 2511 Lawson Street in Black Diamond; and

WHEREAS, the City desires to adopt Facility Rental and Use Policies for the use of the Gym for non-City sponsored events; **NOW, THEREFORE**,

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby adopts the following Facility Rental and Use Rules and Procedures for the Gym.

I. **Introduction.** The purpose of these Use Rules and Procedures is to make the Gym and other Public Facilities available for community use, as long as such use does not interfere with City-sponsored events and programs.

II. **Definitions.**

Applicant. The authorized agent of the sponsor who completes the application for the use of the Gym or Public Facilities and acts as the primary contact for the facility rental. The applicant is responsible for the actions of all people attending the event described in the application. Applicants must be at least 18 years of age.

Public Facility. The Gym, located at 25511 Lawson Street; Black Diamond, WA.

Rental Coordinator. Designated by the Mayor.

Sponsor. The entity that is participating and/or providing financial support in conjunction with an event.

User Priority. The hierarchy the City adheres to when scheduling events at the Public Facility.

III. **Events.**

A. The nature of the event for which the use is sought by the applicant must be described in detail in the Facility Use Application Form.

B. The City reserves the right to accept or reject any request for the use of a Public Facility and to impose additional requirements after reviewing the request of an applicant, based on these Rules and/or any other legal authority.

IV. **Use of Public Facility.**

A. Prohibited behavior.

1. Any activity or function at a Public Facility that disrupts or prevents the effective carrying out of the operation of the Public Facility or the activities of the City is prohibited.

2. Prohibited behavior includes: (1) quarrelling or fighting; (2) illegal possession or dispensation of a narcotic or other substance prohibited or regulated by law; (3) possession of a firearm or other lethal weapon; (4) failure to leave a Public Facility at the agreed time; (5) failure to leave a "closed" facility; (6) threatening the security, health, or welfare of the community.

3. Sound amplification that significantly disrupts the operation or activities of the Public Facility or the City or that unreasonably disturbs the surrounding neighborhood is prohibited.

4. No smoking, chew tobacco or alcohol is allowed on the premises of any Public Facility at any time.

5. The following are prohibited: (1) fog and smoke machines; (2) rice, birdseed, confetti, glitter, dance wax; (3) fireworks are not permitted on the grounds or in any Public Facility.

B. **Use Requirements.**

1. Only freestanding decorations are permitted. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures or windows. Damage resulting from tape or other adhesives will be deducted from the damage deposit and may result in the loss of all or a portion of the damage deposit.

2. The applicant/users may not mark, puncture or deface in any manner, equipment and furnishings, including floors, doors, windows mirrors, walls and/or ceilings. Damage resulting from such use will be deducted from the damage deposit and/or may result in an additional charge to the applicant for costs incurred by the City.

3. The City shall not be liable for any loss or theft of personal property. Use of the Public Facilities shall be undertaken by the applicant at the applicant's sole risk.

4. Maximum occupancy. The total number of occupants within a Public Facility must be limited to the safe occupancy of the room or area as determined

by the Fire Marshal and posted by the City. The applicant is responsible to limit attendance at an event so as not to exceed the posted capacity of a room or an area.

5. Emergency exits. An emergency exit may not be blocked at any time or any reason.

6. Public safety. The City's Police Department is responsible for enforcing all applicable laws including these Facility Use Rules and Procedures. Failure to abide by the lawful orders of a Police Officer may subject the violator to a criminal trespass warning or arrest.

7. It is expected, unless otherwise indicated and approved, that the Applicant who has signed the Facility Use Application and Agreement will be in attendance during the entire event. If that is not possible, his or her designee must be identified in the Application and she/he must be present at all times.

V. Availability of Public Facility.

A. Scheduling Priority. The scheduling of the Public Facility is done first by the user priority and then chronologically by date requested. The following is the user priority that shall be adhered to in reserving a Public Facility:

1. City-use.
2. City-sponsored use.
3. Non-City events.

B. Reserved time. Permission to use (or a reservation for use) of a Public Facility is made for a specific date(s) and time(s). Only the date(s), time(s) and the facility for which permission has been granted will be honored.

1. Any rehearsal time, decorating time, special set-up and/or takedown time must be included in the application and approved on the Facility Use Application.

2. Permission to use a Public Facility includes the use of a specified entrance and exit and rest rooms. The use of other areas is prohibited.

3. The Public Facility must be vacated promptly at the end of the reserved time.

4. Holidays and Closures. Public Facilities will be closed on certain holidays (check with the Rental Coordinator for a schedule). If inclement weather occurs, the Public Facility may be closed. If the Public Facility is closed for whatever reason, you will not be able to hold your scheduled event that day.

C. Event advertisement. When promoting your event, you may use the name of the Public Facility and address to direct your attendees. You must state that neither the program nor its content are endorsed nor sponsored by the City. You may not use the City logo.

VI. Application for Use.

A. Requests to hold an event in a Public Facility must be accompanied by a Rental Agreement/Reservation Request form. All requests must be submitted to the Rental Coordinator.

B. Reservation Request forms are accepted by the Rental Coordinator, Monday through Friday, 9:00 a.m. through 5:00 p.m. Applicants may call first to determine availability, but reservations cannot be confirmed until a Rental Agreement has been completed by the Applicant, the full deposit is paid and the Agreement has been approved by the Rental Coordinator.

C. Rental fees must be paid to the Rental Coordinator at least seven (7) days prior to the date requested in the Rental Agreement for the event. Failure to pay the Rental fees prior to this seven (7) day period could result in the cancellation of the reservation. (See the Cancellation Policy below.)

D. Reservations are accepted according to the user priority procedure in Section V(A) above. Reservations may be accepted up to one year in advance of the event date. Reservations must be made at least ten (ten) days in advance for events scheduled during regular business hours. Reservations must be made at least fourteen (14) days in advance for events during non-business hours.

E. Public Facilities are reserved by the whole hour only. All events will be finished or complete by 10:00 p.m. on the day of the event.

F. Elements of Application form. The application to reserve a Public Facility for an event must be completed on forms provided by the City, and shall include the following information:

1. Applicant and Organization (if any) Name;
2. Purpose of Activity or Event;
3. Date and Time of Activity or Event;
4. If food will be sold, the confirmation that a food handler's permit has been obtained;
5. A list of special equipment or requirements for the event;
6. Estimate of total number of anticipated participants;
7. A description of any items or services offered for sale during the event.

G. On-Going Rentals. Requests for long-term or on-going rentals will be approved for no more than six (6) months at a time.

H. Fees. Rental fees and deposits must be made payable to the City of Black Diamond and submitted to the Rental Coordinator at the time of application. The rental fees and deposits are adopted by the City in the City's fee resolution. The Rental fees and deposits may be paid in cash, credit card or check.

I. Cancellation. Rental cancellations will result in a non-refundable cancellation fee of \$15.00, regardless of the amount of notice provided to the City. Cancellations made with less than 24 hours' notice will not be refunded.

J. Changes to Reservation. Any changes to the reservation or rental must be agreed to in writing by the Rental Coordinator, and are subject to availability. Additional rental time must be paid for at the time the request is received.

VII. City Personnel and Use of City Equipment.

A. Requests for the use of specific personnel (such as police officers) or City equipment will be identified in the Application, determined by the City and agreed to in the Facility Use Agreement. Charges for these services are made in accordance with the Fee Resolution adopted by the City.

B. The City reserves the right to change the level of City personnel needed for the event without notice.

C. Permits. It is the responsibility of the facility user to obtain and provide all necessary permits from the appropriate governmental agencies. The facility user shall abide by the limits of any license or permit, and shall act in accordance with all federal, state and local laws and ordinances, and all City policies and procedures.

VIII. User-Owned Equipment and Supplies.

A. Prohibited User-Owned Equipment. User-owned equipment and/or supplies, including but not limited to, scenery, hazardous materials, animals or materials of an unusual nature are not allowed in Public Facilities without prior written approval. (For decorations, see Section B.)

B. Approved electronics. All electrical items must be Underwriters Laboratory (U.L.) approved.

C. User Liability for User-Owned Equipment. Any item belonging to a non-City user must be removed from the Public Facility before the end of the scheduled time of use. Any item not promptly removed will be moved and/or stored by City personnel at the user's expense. The City shall not be responsible for any loss of or damage to a facility user's property, regardless of the cause of loss.

IX. Cleaning the Public Facility.

A. Applicants/user groups are responsible for cleaning the Public Facility, including hallways and rest rooms after use. Please refer to the Rental Clean-up Checklist for a detailed list of renter responsibilities. The Rental Coordinator is available to conduct a pre-event room inspection prior to the start of your rental to ensure cleanliness of the Facility. Applicants may request this service during check-in on the day of the event. Limited cleaning equipment may be made available to applicants. To ensure the return of the damage deposit, please ask the Rental Coordinator to complete a post-event inspection at the conclusion of the rental.

B. Damage deposits are refundable as long as the rented room and immediate area is clean after your event, and no damage occurs. Failure to meet these conditions will result in forfeiture of your deposit and may also include the applicant being responsible for additional charges and forfeiture of future reservation privileges. Please allow 3-4 weeks for a deposit refund. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and charged to the rental group. If a rental exceeds the time reserved, the applicant will be charged for the additional time and/or it may be deducted from the damage deposit. Failure to follow the Clean-up Checklist may result in forfeiture of the damage deposit, additional charges and could also result in denial of future rental usage.

X. Insurance requirement.

A. Proof of Insurance required. Any applicant for use of Public Facilities must provide proof of insurance meeting the requirements of this Section prior to the Reserved Event date. This proof of insurance shall be provided at the time of application.

B. The applicant shall provide proof of liability insurance for the event with coverage in the amount of at least \$1,000,000.00 per occurrence with \$2,000,000.00 annual aggregate, unless the Rental Coordinator determines that additional coverage is required for the event.

C. The applicant's insurance shall be primary and shall be written on an "occurrence form," with a company that has a current A.M. Best rating of at least "A VII" or better, and licensed to do business in the State of Washington. The City of Black Diamond shall be named by endorsement as an additional insured on the insurance policy. The insurance policy shall also provide that it may not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City of Black Diamond. The applicant shall provide the City with a certificate(s) of such insurance, including the required endorsements within ten (10) days of the execution of this Agreement.

D. The Applicant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Applicant's insurance and shall not contribute with it. The City shall not waive the City's right to subrogation against the Applicant's insurance coverage.

XI. Hold Harmless. As a condition of the use of the Public Facility, the applicant must sign an agreement in which the applicant agrees to defend, indemnify and hold harmless the City of Black Diamond, its appointed and elective officers and employees from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the City of Black Diamond, its appointed and elective officers and employees, arising directly or indirectly out of the applicant/organization's use of the Public Facility for the event. The applicant also assumes all legal responsibility for his/her own negligence, acts or omissions, or the negligence, acts and omissions of the participants

in the scheduled event. If any claims are made or suits filed against the City of Black Diamond, the City may, at its option, require the applicant to defend such action or proceeding at the applicant's own cost and expense, with counsel reasonably satisfactory to the City

XII. Compliance with Law. All terms, conditions and provisions of current law, including but not limited to, the Black Diamond Municipal Code, shall remain in full force and effect, and shall not be altered by this Policy or any Rental Agreement. The approval of a Rental Agreement does not presume to give authority to violate or cancel the provisions of any law (federal, state or local) regulating use of public property. The Mayor or appointee, may revoke or terminate the Rental Agreement if the applicant fails to comply with any or all of its provisions, or the regulations set forth in this Policy, or if the applicant, through willful or unreasonable neglect, fails to heed or comply with any notices given to him or her.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF DECEMBER, 2015.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk